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Renpure, L.L.C.

14 UNITED STATES DISTRICT COURT

15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

17 MOROCCANOIL, INC. a California  
18 corporation,

19 Plaintiff,

20 v.

21 RENPURE, L.L.C., a Nevada limited  
22 liability company; and DOES 1 through  
10, inclusive,

23 Defendant.

CASE No. 14-02246-DMG-(AGR<sub>x</sub>)

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER AND  
CONFIDENTIALITY  
AGREEMENT**

Assigned for all purposes to:  
Honorable Dolly M. Gee  
Courtroom No. 7

NOTE CHANGES MADE BY THE COURT.

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## STATEMENT OF GOOD CAUSE

This is a trademark infringement action ("Action"). Discovery and trial of this Action will involve the exchange of highly sensitive information. Such information may include confidential business strategies, financial data, product design and manufacturing details, blueprints, customer lists, confidential research, development, or commercial information, and other valuable information that is not available to the public. The parties to this action (individually, "Party" and collectively, "Parties") agree that the disclosure of such highly sensitive information to the public may be detrimental to their respective commercial interests and that discovery in this proceeding should be conducted under a Stipulated Protective Order and Confidentiality Agreement ("Protective Order") made pursuant to Rule 26(c) of the Federal Rules of Civil Procedure ("Rule 26"). Through their respective attorneys of record, the Parties have agreed to be bound by the terms of the Protective Order and to present the same for entry as an Order of the Court. Nonparties may produce information and documents that will be governed by the terms of this Protective Order by agreeing in writing to be bound by the terms of this Protective Order through Exhibit A and following the procedure for designating Confidential Information as set forth in this Protective Order.

## INFORMATION COVERED

1. This Protective Order shall apply to any information, documents or testimony, which is deemed by a Party or nonparty to contain "Confidential Information." For purposes of this Protective Order, "Confidential Information" means any information, documents, testimony and things as to which a Party or nonparty deems that a reasonable basis exists for limiting dissemination of the material under the

1 standards of Rule 26 and contains confidential and/or proprietary commercial  
2 information that is not generally available to the public.

3  
4 2. Confidential Information includes, but is not limited to, all business  
5 information of any type, such as contractual and financial arrangements, business  
6 agreements and relationships, income, revenue, expenses, profits, plans, strategies,  
7 valuation, personnel and salary information.

8  
9 **DESIGNATION AND TREATMENT OF CONFIDENTIAL**  
10 **INFORMATION**

11  
12 3. Confidential Information shall be designated by the producing Party or  
13 nonparty as either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
14 ATTORNEYS' EYES ONLY" pursuant to the following standards:

15  
16 (a) A Party or nonparty may designate material CONFIDENTIAL  
17 only if it deems that a reasonable basis exists for limiting dissemination of the  
18 material under the standards of Rule 26 and that the material contains confidential  
19 and/or proprietary commercial information that is not generally available to the  
20 public; and

21  
22 (b) A Party or nonparty may designate material HIGHLY  
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY only if it deems that disclosure  
24 of such material to another person or party would be injurious to the commercial  
25 interests of the designating entity under the standards of Rule 26 and that the  
26 material contains highly propriety technical or trade secret or business information  
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1 so that the risk of improper use or disclosure to another party outweighs the right of  
2 that party to review such information.

3  
4 4. "CONFIDENTIAL DESIGNATION": Confidential Information designated  
5 as CONFIDENTIAL under paragraph 3(a) maybe disclosed only to the following  
6 persons, except upon the prior written consent of the designating Party or nonparty  
7 or upon order of the Court:

8  
9 (a) Outside litigation Counsel of Record including their lawyers, law  
10 clerks, and staff employees (including stenographic, clerical and paralegal  
11 employees);

12  
13 (b) Party individuals, defined as follows: Parties to this action,  
14 including persons regularly employed by the Parties, who reasonably require  
15 knowledge of the particular Confidential Information in order to assist in the Parties'  
16 litigation or settlement activities.

17  
18 (c) Subject to the provisions of paragraph 10 below, Court personnel  
19 involved in this action, which includes arbitrators and mediators who agree to be  
20 bound to this Protective Order;

21  
22 (d) Court reporters, videographers, translators and similar personnel  
23 involved in recording testimony or proceedings in this action who agree in writing  
24 or on the record to be bound to the terms of this Protective Order;

25  
26 (e) Consultants or experts retained by Parties to this action,  
27 including persons regularly employed by such consultants or experts who  
28

1 reasonably require knowledge of the Confidential Information disclosed in order to  
2 assist in the Parties' litigation or settlement activities, who agree to the terms of this  
3 Protective Order and sign Exhibit A;

4  
5 (f) Persons appearing for deposition who agree to the terms of this  
6 Protective Order and sign Exhibit A, provided that such persons (1) authored or  
7 received such Confidential Information, (2) are established as being knowledgeable  
8 of the contents of such Confidential Information prior to the time of his or her  
9 testimony, or (3) is a current employee of the Party (or non-party) that produced the  
10 Confidential Information (subject to the right of the producing Party to object and  
11 move for a protective order prior to the deponent being given access to such  
12 Confidential Information);

13  
14 (g) Persons otherwise lawfully entitled to such Confidential  
15 Information, including persons who have been authors or recipients of such  
16 Confidential Information (and who have not wrongfully obtained the Confidential  
17 Information) outside of discovery in this Action.

18  
19 5. HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY  
20 DESIGNATION: Confidential Information designated as HIGHLY  
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY under paragraph 3(b) maybe  
22 disclosed only to the following persons, except upon the prior written consent of the  
23 designating Party or nonparty or upon order of the Court:

24  
25 (a) All persons identified in paragraphs 4(a) and (c)-(g) above to  
26 whom information designated as HIGHLY CONFIDENTIAL – ATTORNEYS'  
27 EYES ONLY may be disclosed.

28

1 (b) The General Counsel for Plaintiff, Anthony Wilson, who shall  
2 agree to be bound to this Protective Order and sign Exhibit A.

3  
4 (c) President of Renpure, L.L.C., Thomas Redmond, who shall agree  
5 to be bound to this Protective Order and sign Exhibit A.

6  
7 6. A Party or nonparty may designate information produced by that Party  
8 or nonparty which it deems to contain Confidential Information by, to the extent  
9 possible, marking each page of each writing produced as "CONFIDENTIAL" or  
10 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" as follows:

11  
12 (a) In the case of information voluntarily disclosed in these  
13 proceedings or disclosed as a result of discovery, the producing Party or nonparty  
14 may identify and mark Confidential Information at the time when an affidavit,  
15 pleading or memoranda is served, when the answer to the interrogatory or request  
16 for admission is served, when a copy of a document is provided or at the time of the  
17 inspection of the premises or thing.

18  
19 (b) In the case of depositions and deposition transcripts, the  
20 designating Party or nonparty shall advise opposing counsel and the court reporter  
21 of the specific pages and exhibits to be maintained as Confidential Information at  
22 the deposition or within thirty (30) days after receipt of the transcript. For  
23 convenience, if a deposition transcript contains repeated references to Confidential  
24 Information which cannot conveniently be segregated from non-confidential  
25 information, any Party or nonparty may request that the entire transcript be marked  
26 by the reporter as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
27 ATTORNEYS' EYES ONLY". The Court Reporter shall conform all materials in  
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1 his or her possession to reflect such confidentiality designation and bind (or re-bind  
2 if necessary) separately those portions of the testimony and/or exhibits designated as  
3 Confidential Information and shall mark the face of the separately bound transcript  
4 containing such confidential testimony and/or exhibits CONFIDENTIAL  
5 PURSUANT TO COURT ORDER or HIGHLY CONFIDENTIAL PURSUANT  
6 TO COURT ORDER – ATTORNEYS’ EYES ONLY, as appropriate. Until the  
7 expiration of the 30 day period, the entire transcript shall be deemed Confidential  
8 Information absent an agreement by the parties on the record.

9  
10 7. If any ~~person who is proposed to receive Confidential Information~~  
11 ~~refuses to sign the Agreement to be bound by this Protective Order, upon due notice~~  
12 ~~and for good cause shown, such person may be ordered by the Court to be bound to~~  
13 ~~its terms.~~

14  
15 8. Inadvertent failure to designate Confidential Information as such prior  
16 to disclosure, production, or response, will not prevent a subsequent confidentiality  
17 designation by letter promptly sent after discovery of such inadvertent failure. Any  
18 disclosure made by the receiving Party prior to receipt of the letter shall not be a  
19 violation of this Protective Order, nor shall the receiving Party incur liability for use  
20 or disclosure of the information prior to the receipt of such letter.

21  
22 **DISPUTES AND DISCLOSURE OF CONFIDENTIAL**  
23 **INFORMATION**

24  
25 9. All Confidential Information shall be used solely for the purpose of this  
26 litigation between the Parties and may not be used for any other purpose, except (a)  
27 by Order of the court in this Action after a noticed motion is made in which notice is  
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1 given to all interested Parties and persons; and (b) for a Party's use of its own  
2 Confidential Information that it has designated.

3  
4 10. Subject to the limitations of this Protective Order, Confidential  
5 Information designated in accordance with paragraph 4 may be used during  
6 discovery, in connection with any motion, at the trial and/or appeal of this action, or  
7 for any other purpose as the Court may allow after notice to all parties. To the  
8 extent Confidential Information is included in any pleading, paper, or other  
9 document filed with the Court, the party filing such Confidential Information shall  
10 lodge such information under seal in compliance with this Court's Orders and Local  
11 Rule 79-5. Papers being submitted for filing under seal shall bear on the face of  
12 initial page of the papers the notation "Confidential or Highly Confidential –  
13 Attorneys Eyes Only Filed Under Seal"

14  
15 11. A Party may dispute the designation of any Confidential Information  
16 by giving written notice of such objection to the designating Party or nonparty  
17 within 30 days of the designation. The Parties will first try, in good faith, to resolve  
18 such a dispute before presenting the dispute to the Court pursuant to Local Rule 37.  
19 If the designating Party or nonparty does not withdraw or change the designation,  
20 the objecting Party may file a motion requesting that the Court determine whether  
21 the information should be treated as Confidential Information, and if so, the  
22 appropriate designation. In any such motion, the designating Party or nonparty has  
23 the burden of establishing that the information is Confidential Information as  
24 defined in paragraph 4 above, but the information shall be treated as appropriate  
25 Confidential Information unless and until determined otherwise by the Court. The  
26 disputed material shall be presented to the Court under seal, pursuant to Local Rule  
27 79-5 and the provisions of this Order to permit the Court to make a determination as  
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1 to whether the material qualifies as Confidential Information, and if so, the  
2 appropriate designation for the Confidential Information. The Court may award  
3 reasonable attorney's fees and costs to the prevailing Party or nonparty if it finds  
4 such motion or opposition to such motion was not substantially justified.

5  
6 12. Any Party or nonparty receiving a request to produce Confidential  
7 Information to a third-party shall not do so without compulsion of law, but shall  
8 provide notice and details of the request to the designating Party or nonparty as soon  
9 as is practical under the circumstances but, in any event, no less than fourteen days  
10 prior to the date by which production is required. If the designating Party or  
11 nonparty objects to the production, no production of the Confidential Information  
12 shall occur until a court of competent jurisdiction rules on the subject.

13  
14 13. The inadvertent disclosure of any documents or electronically stored  
15 information that may be subject to attorney-client privilege, the work-product  
16 doctrine, or any other privilege recognized under California law (collectively  
17 referred to as "Privileged Information") shall not be deemed a waiver in whole or in  
18 part of either the attorney-client privilege, the work-product doctrine, or any other  
19 privilege, either as to the specific information disclosed or as to any other  
20 information relating thereto or on the same or related subject matter.

21  
22 **TERMINATION**

23  
24 14. Within thirty (30) days after final termination of this case, each person  
25 subject to this Protective Order shall return all copies and samples of Confidential  
26 Information in its possession, custody or control to counsel for the Party or nonparty  
27 who has provided them or certify destruction thereof, except, however, counsel may  
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1 retain one copy of any pleading, interrogatory response, deposition transcript, or  
2 other document containing such Confidential Information, subject to paragraph 15  
3 below. No counsel or Party shall be required to destroy any electronically stored  
4 information contained in backup media which cannot practicably be destroyed  
5 without also destroying other non-confidential data; such electronically stored  
6 information shall not be accessed or restored to other accessible media without the  
7 agreement of the designating Party or an order of the Court after notice to the  
8 designating Party.

9  
10 15. This Protective Order shall survive the final determination of this  
11 action and shall remain in full force and effect after the conclusion of all of the  
12 proceedings in order to provide the Court with jurisdiction to enforce its terms and  
13 to ensure compliance.

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17 **AGREEMENT TO BE BOUND**  
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19 16. The Parties and all signatories to this Protective Order, including those  
20 in the attached Exhibit A, agree to be bound by all the undisputed terms of this  
21 Protective Order pending its approval and entry by the Court. In the event that the  
22 Court modifies this Protective Order, or in the event that the Court enters a different  
23 Protective Order, the Parties agree to be bound by this Protective Order until such  
24 time as the Court may enter such a different Protective Order. It is the Parties'  
25 intent to be bound by the terms of this Protective Order pending its entry so as to  
26 allow for immediate production of Confidential Information under the terms herein.

1 **STIPULATED AND AGREED.**

2 Dated: August 29, 2014

3 Mark D. Kremer  
4 Mark C. Riedel  
5 Zachary T. Page, members of  
6 CONKLE, KREMER & ENGEL  
7 Professional Law Corporation

8 By: /s/ Mark C. Riedel  
9 Mark C. Riedel  
10 Attorneys for Plaintiff Moroccanoil, Inc.

11 Dated: August 29, 2014

12 Randall T. Skaar  
13 **SKAAR ULBRICH MARCARI, P.A.**

14  
15 By: /s/ Randall T. Skaar  
16 Randall T. Skaar  
17 Attorneys for Renpure, L.L.C.  
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1 THE COURT HAVING FOUND GOOD CAUSE FOR THE FOREGOING  
2 STIPULATED PROTECTIVE ORDER, IT IS SO ORDERED.

3  
4 DATED: Oct. 23, 2014


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7 Honorable ~~Dolly M. Gee~~  
8 United States ~~District Judge~~  
9 Magistrate  
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EXHIBIT A

AGREEMENT TO STIPULATED PROTECTIVE ORDER

I have reviewed the Stipulated Protective Order and Confidentiality Agreement ("Protective Order") entered in the Central District of California court case entitled *MoroccanOil, Inc. v. Renpure, L.L.C.*, CASE No. 2:14-cv-2246-DMG- (AGRx) (the "Action"). I agree to maintain the confidentiality of all Confidential Information, as defined by the Protective Order, and that I will not use or disclose (to anyone other than my counsel) any Confidential Information that I learn of or receive in the course of the Action. I have received a copy of the Protective Order, agree to abide and be bound by its terms, and agree that I am subject to the jurisdiction of the Court having jurisdiction over the Action for purposes of enforcement of these obligations.

Dated:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

On behalf of: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_